



April 29, 2004

VIA FACSIMILE TO (617) 946-4801

Christopher Robertson, Esq.
SEYFARTH SHAW LLP
World Trade Center East
Two Seaport Lane
Suite 300
Boston, MA 02210-2028

Re: *ITV Direct, Inc. v. Healthy Solutions, L.L.C., et al/*
Cappseals, Inc. v. Healthy Solutions, L.L.C., et al.
U.S.D.C. Civil No. 04 CV 10421 JLT
Our File No. 2290

Dear Mr. Robertson:

Thank you for your letter requesting indemnification of your client by Healthy Solutions LLC. We respectfully decline:

" It is an elementary rule of contract law that one cannot repudiate a contract and at the same time retain the consideration or any part thereof received under the contract." *Costandi v. AAMCO Automatic Transmissions, Inc.*, 456 F. 2d 941, 941-943 (9th Cir. 1972). (Emphasis added) (citations omitted).

Sincerely,
LEVIN & O'CONNOR
DICTATED BUT NOT READ

By: Becky V. Christensen, Esq.

BVC:tlo

cc: Dr. Alex Guerrero
Gregory Geremesz
Michael Howell
Craig McLaughlin, Esq.

\\LHPC\CL\1\CLIENT FILES\2290 Healthy Solutions\Correspondence\04-29-04 Robertson\Sev-Bath Shaw-Bath\Indemnity\Joe

384 Forest Avenue, Suite 13 • Laguna Beach, CA 92651
ph 949.497.7676 • fx 949.497.7679 www.levin-oconnor.com